

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made and entered into as of the 1st day of January, 2018 by and between Georgia Tech Athletic Association ("GTAA" or the "Association") with its principal place at 150 Bobby Dodd Way, N.W. Atlanta, GA 30332-0455 and The Aspire Sport Marketing Group LLC. ("Aspire" or the "Service Provider"), with an address at 1720 Peachtree Street NW Suite 1062, Atlanta, GA 30309.

In consideration of the mutual promises herein contained, Service Provider shall provide to the GTAA the services set forth in this Agreement under the following terms and conditions:

1. **Type of Services:** Service Provider agrees to provide the services set forth in Attachment A here to and incorporated herein, the Scope of Work ("SOW").
2. **Term:** The term of this Agreement shall commence on January 1st, 2018, and expire on December 31st, 2020 unless terminated early by the Association or the Service Provider as set forth in Section 4. GTAA shall have the option to renew the Agreement for two (2) additional one year periods.
3. **Service Provider Personnel:** Service Provider shall, at its sole cost and expense, furnish the employees set forth in the SOW (the "Service Provider Personnel") subject to reimbursement by the GTAA as outlined in Attachment A. Service Provider has sole and complete responsibility to hire, train, supervise, discipline, direct the time, manner and method of accomplishing work performed, and terminate any Service Provider Personnel. Notwithstanding the foregoing, the GTAA shall maintain the right to review and approve all Service Provider's employees assigned to perform the services, prior to working at the GTAA location.
 - A. Service Provider represents and warrants that the Service Provider Personnel it provides under this Agreement shall be honest, courteous, and competent with sufficient skills and training to perform the Services in an effective and professional manner. Service Provider shall be responsible for all compensation paid to and for the cost of any mandatory or customary benefits paid on behalf of the Service Provider Personnel, including but not limited to, all employers federal, state and social security taxes, federal and state employment taxes and any other personnel taxes required by law. Service Provider will require all Service Provider Personnel to execute an acknowledgment that affirms that they are exclusively the employees of Service Provider, that they are not employed by the GTAA.
 - B. Service Provider agrees to meet with the GTAA regularly on routine personnel issues, and on demand for any problems or challenges with reasonable advance notice. If the GTAA reasonably objects to the manner of performance of any Service Provider Personnel, Service Provider shall immediately take all necessary actions to rectify the objections, including, if necessary, the prompt removal of the Service Provider Personnel from the provision of Services to the GTAA and to provide a satisfactory replacement as soon thereafter as possible.
 - C. Service Provider shall be responsible for ensuring that all Service Provider Personnel comply with all policies and rules of the GTAA, NCAA, ACC or any subsequent conference in which the Association is a member, in addition to GTAA facility policy, rules and regulations while on GTAA property or acting as a representative of the GTAA. Copies to be provided to Service Provider.

- D. Service Provider warrants that it and its Service Provider Personnel are in compliance with all federal, state and local civil and human rights laws and any other local, state and federal law, regulation or ordinance related to Service Provider's employment or engagement of such persons in connection with Service Provider's performance under this Agreement.

4. Termination:

- A. *Termination by The GTAA for Cause.* The GTAA may terminate this Agreement at any time in the event Aspire shall fail to observe or perform fully the terms, conditions, covenants and agreements required to be observed or performed by Aspire.
- B. *Termination by Aspire for Cause.* Aspire may terminate this Agreement at any time in the event The GTAA shall fail to observe or perform fully the terms, conditions, covenants and agreements required to be observed or performed by The GTAA.
- C. *Termination by The GTAA Without Cause.* The GTAA may terminate this Agreement upon the giving of ninety (90) days prior written notice to Aspire.
- D. *Termination by Aspire Without Cause.* Aspire may terminate this Agreement upon the giving of ninety (90) days prior written notice to The GTAA.
- E. In the event the GTAA terminates this Agreement early for or without cause as stated above, and if the GTAA desires to retain Service Provider personnel and operate, or hires another third party ticket sales provider to operate, under similar ticket sales services, structure, or systems predominantly used by Service Provider during the Term, then the Service Provider shall be entitled to a one-time \$60,000 buy-out fee. In such event, payment of such fee shall occur within thirty (30) days of notice of the early termination of the Agreement.

- 5. **Mutual Indemnity:** The Service Provider agrees to indemnify, defend and hold the Association, and its Board of Trustees, directors, employees, consultants and agents harmless from and against any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and court costs, to which the GTAA may become subject arising in any manner out of or in connection with this Agreement and the rendering of Services by Service Provider hereunder or the rendering of additional services by Service Provider as requested by the GTAA, unless any such losses, claims, damages or liabilities resulted directly from the willful misconduct of the GTAA or its Board of Trustees, directors, employees, or authorized agents, or resulted directly from the GTAA's failure to comply with state and federal law. The Service Provider will not, without prior written consent of the GTAA, settle any pending or threatened claim or proceeding related to or arising out of the engagement or any actual or proposed transactions, or other related conduct unless such settlement includes provisions unconditionally releasing the GTAA and each other indemnified party from all liability in respect to the claims by the releasing party related thereto, or arising out of the engagement or any actual or proposed transaction or other unrelated conduct. Additionally, the Service Provider will hold the GTAA to the same indemnity standards.

- 6. **Insurance Provision:** Throughout the term, Service Provider agrees to carry, at its own cost and expense, the insurance policies described herein issued by insurers authorized to do business in Georgia and acceptable to the GTAA and submit to GTAA at execution of this Agreement, evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance except workers compensation shall be endorsed to name the GTAA as additionally insured and provide for the insurer's waiver of subrogation in favor of GTAA and such

coverage shall be deemed as primary coverage irrespective of any insurance maintained by the GTAA. All certificates shall contain the provision that the insurance shall not be canceled for any reason, except after ninety (90) days written notice.

The following insurance coverage is the minimum required which shall be primary coverage and shall not relieve the Service Provider of any liability where liability for injury, death, and property damage is greater than the insurance coverage for bodily injury, death or property damage to third parties:

- A. Commercial General Liability Insurance Coverage - for bodily injury, death or property damage to third parties. The policy shall provide minimum coverage of \$2,000,000.00 combined single limit per occurrence and \$4,000,000 annual aggregate. This policy shall be endorsed to name the GTAA as an additional insured and such coverage shall be deemed as primary coverage irrespective of any insurance maintained by the GTAA.
- B. Cyber, Data Risk, and Media Insurance Coverage of \$5,000,000 annual aggregate.
- C. Employee Theft Coverage of \$1,000,000 per occurrence.
- D. Worker's Compensation and Employer's Liability Insurance which provides statutory coverage in accordance with the Worker's Compensation Laws of the State of Georgia and Employer's Liability coverage with limits of not less than:
 - \$1,000,000 each employee for Bodily Injury by Accident \$1,000,000 each employee for Bodily Injury by Disease \$1,000,000 Bodily Injury by Disease policy limit
 - Business Automobile Liability insurance covering all non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident and in the aggregate

Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this Section, shall be considered a breach of contract.

- 7. **Warranties:** Service Provider warrants that it shall perform all Services in an acceptable, professional, and workmanlike manner, and in accordance with all applicable federal, state, local or municipal laws and regulations. Further, Service Provider warrants and represents that it is financially solvent, responsible and experienced in and competent to perform the type of work required hereunder, and that it is familiar with all applicable laws, ordinances, and regulations governing the work, required hereunder. The GTAA agrees that it will use the Service Provider Exclusively in conjunction with the sale of all tickets as listed above and further agrees that no other 3rd party vendor will be utilized for the Services and Scope of Work.
- 8. **Reports and Data:** Service Provider shall provide to the GTAA daily and weekly sales call reports and other data as requested by the GTAA for monitoring and evaluation purposes. The costs of developing and periodically furnishing all such electronic data processed reports shall be borne by the Service Provider. Similarly, the costs of any reasonable revisions and additions or deletions to these electronic data processing reports shall be borne by the Service Provider.
- 9. **Costs Assumed by the Service Provider:** It is expressly understood and agreed that all costs of the Service Provider under the terms and provisions under this Agreement shall be borne by Service Provider under the mutually agreed upon scope of work (Attachment A), expenses outside of the scope of work will be borne solely by Service Provider. The entire and complete cost and expense of Service Provider's services and operation hereunder shall be borne solely by the Service Provider and under no circumstances shall Athletics be liable to any third party (including Service Provider's

employees) for any such costs and expenses incurred by Service Provider.

- 10. Overtime:** In compliance with the U.S. Department of Labor and the Fair Labor Standards Act, and Georgia's applicable wage and hour laws, all non-exempt Service Provider employees shall be eligible for overtime pay at a rate of 1.5 times their hourly rate for work performed in excess of 8 hours per day and 40-hour work week scale. Note that all expense projections provided by Service Provider are bound within the assumption of no overtime pay over a given fiscal year. At the election, and mutual agreement of the Client and Service Provider, any accrued overtime hours by Service Provider employees shall be invoiced back within the standards set forth by the agreement. Note, as thresholds for wage qualification for overtime pay change over the course of the agreement, Service Provider will directly implement such State & Federal Government mandated standards. Overtime is defined as any hour worked over eight (8) hour per day or 40 hours per week.
- 11. Access to Records:** The GTAA shall have full access to all records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit or inspection by the GTAA at any time.
- 12. Use of Name/Trademarks:** Service Provider shall not use the GTAA's name in any fashion, nor issue any publicity releases, including but not limited to, news releases and advertising, without prior written consent of the GTAA. Use of Georgia Tech Trademarks will not be unreasonably withheld.
- 13. Confidential/Proprietary Information:** Except as otherwise required by applicable laws or regulations, GTAA and Service Provider agree to, and to cause their respective affiliates to keep confidential all non-public information relating to the parties and the Agreement and to not use any such information for any purpose unrelated to this Agreement, except information which: (1) becomes known to the other from a source which is not obligated to keep such information confidential; or (2) becomes generally available to the public; or (3) is required to be disclosed by law or pursuant to court order or lawful subpoena; provided however; that these restrictions shall not apply to the disclosure of such information to the parties' respective attorneys, accountants and advisors. The parties agree that any telephone contact lists given to Service Provider by the GTAA are the GTAA's confidential information.
- 14. Compliance with Association Policies:** Service Provider shall comply with all policies and procedures of the GTAA, Georgia Institute of Technology (GIT), NCAA, ACC rules, regulations and policies, or any other conference of which the GTAA should become a member during the Term, when on GTAA/GIT property and when performing its duties and obligations under this agreement. In addition, in performing its duties and fulfilling its obligations hereunder, Service Provider shall plan and conduct its operations so as not to delay, endanger, or interfere with the operation of others at the GTAA or GIT.
- 15. Independent Contractor:** Service Provider shall operate as an independent contractor under the terms of this Agreement and not as an agent or employee of the GTAA. Service Provider shall have complete control of its agents, subcontractors, and employees engaged in the performance of this Agreement. Though employees of Service Provider, there shall be no outwardly distinguishable difference between employees and agents of Service Provider or GTAA

employees.

- 16. Equal Employment Opportunity:** Service Provider shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, age, or physical or mental disability. Service Provider shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, sexual orientation, gender identity, age, or physical or mental disability except where it related to a bona fide occupational qualification. Service Provider shall comply with all relevant City, County, State and Federal laws and regulations and GTAA non-discrimination policies. This Agreement shall be subject to all of the above relevant laws and regulations, and Service Provider shall comply with all provisions of the laws.
- 17. Entire Agreement:** This Agreement represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understanding between them. No modification or amendment of this Agreement will be effective unless in writing and signed by both parties.
- 18. Governing Law: Governing Law, Dispute Resolution:** In the event of a dispute between the parties arising out of this agreement, the parties agree to first attempt in good faith to amicably resolve it. This Agreement shall be governed by and construed according to the laws of the State of Georgia and venue shall be located in a court of proper jurisdiction within Georgia.
- 19. Waiver:** Failure of a party at any time to require performance of any provision herein or failure to provide notice of breach or violation of any provisions shall not operate as a waiver by such party and shall not affect such party's right to request strict performance of any provision herein.
- 20. Severability:** If any portion of this Agreement is invalid or unenforceable for any reason, the remaining portions of this Agreement shall be severable and shall remain in full force and effect.
- 21. Signatures:** This Agreement may be executed in multiple counterparts, each one of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement. Signatures on this Agreement transmitted via facsimile or scanned and transmitted by electronic mail (email) shall be treated as an original for all purposes hereunder. The signatures appearing below are authorized signatures of the respective parties.
- 22. Non-Solicitation:** Without the other party's prior written consent, each party agrees that during the term of this Agreement and for a period of 6 months thereafter, it will not knowingly solicit, contract with, nor engage the services of, any employee with whom such party has worked directly in conjunction with this Agreement without the other party's written consent. The foregoing shall not (a) restrict a party from hiring any such individual that contacts it on his or her own initiative, or (b) apply to (i) general solicitations to hire through the use of advertising, recruiters, or otherwise, or (ii) any solicitations made by any of a party's agents that were not aware of the contract relationship between the GTAA and Service Provider. Both parties shall promptly notify the other of any communications with an employee of the other regarding employment during the term of this Agreement. If either party breaches this Section 22, the

breaching party shall reimburse the non-breaching party for actual mutually agreed upon costs of external recruitment and training.

23. Assignment: Neither party may assign nor delegate any of its rights, duties, nor obligations hereunder without prior written consent of the other party and any attempt to do so shall be null and void.

24. Notices: Any notice required or permitted to be given under this Agreement shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving party. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to the Association: Georgia Tech Athletic Association
150 Bobby Dodd Way, N.W.
Atlanta, GA 30332-0455
Attn: Todd Stansbury, Director of Athletics

If to the Service Provider: The Aspire Sport Marketing Group LLC.
1720 Peachtree Street NW Suite 1062
Atlanta, GA 30309
Attn: Bill Fagan, Chief Operating Officer

And/or to such others and at such other addresses as either party hereto shall notify the other in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

THE ASSOCIATION:
Georgia Tech Athletic Association

By:

Marvin Lewis, Associate AD
Administration & Finance

Date:

1/4/18

THE SERVICE PROVIDER:
The Aspire Sport Marketing Group LLC

By:

Bill Fagan, Chief Operating Officer

Date:

12/28/2017

Attachment A - SERVICES/ SCOPE OF WORK

1. Services to be Provided by Service Provider

Service Provider shall create, manage and operate the Georgia Tech Fan Relationship Management Center ("FRMC") for the purpose of the marketing, sales and service of all Athletic Ticket Inventory, Seat Related Donations, Stand-Alone Alexander-Tharpe Fund Donations and other duties as from time to time assigned by the GTAA. Specific services to be currently provided by Service Provider include:

- Sell, service, and renew tickets and other seating for and use of the standard and premium areas (excluding suites) at Association Athletics venues, as applicable, for the home games of the GTAA's intercollegiate Teams (the "Teams" includes Football, Men's Basketball, Women's Basketball, Volleyball, and Baseball), including selling, as applicable, new season tickets, partial season ticket plans, group ticket plans and individual game tickets.
- Servicing the inbound ticket sales phone line, in an effort to "upsell" conventional fans into packages that either A. Increase their level of spend, and/or B. Increase their level of avidity.
- Solicit new and incremental Alexander-Tharpe Fund athletic donations.
- Annually assist in developing a Ticket Marketing and Sales Plan primarily focused on monetizing the opportunities for ticketing areas.
- Aspire Strategic Consulting and Research services will be offered to the GTAA at the preferred partner rate as set forth on the schedule attached hereto.
- Work in conjunction with the GTAA to collaborate on the promotion and intelligent marketing of all ticketed products;
- Advise on annual sales calendar and ticket pricing. Adjust timing and release of athletic tickets and other sales products;
- Conduct daily sales and cultivation phone calls, messages (electronic, mailings, etc.) with season ticket holders, individuals, groups and prospective buyers;
- Track and monitor sales calls for productivity;
- Provide mutually agreed upon additional customer data. All data collected belongs to the GTAA.
- Provide mutually agreed upon data reports on a weekly basis.

For purposes of this Agreement, Athletic Ticket Inventory shall mean all premium seating, season tickets, group tickets, mini plans and individual game tickets, as assigned and directed by the GTAA.

Service Provider will oversee the management and day-to-day operation of the FRMC with the objective of ensuring that sales revenue and service goals, as set annually by the Service Provider jointly with the GTAA, are met. Service Provider will ensure that the operation is in full compliance with all GTAA rules and policies as well as all relevant NCAA, ACC, local, State and Federal regulations.

A. Service Provider Personnel: Service Provider will be responsible for providing, at its sole cost and expense, the following Service Provider Personnel to staff the FRMC:

- One (1) Manager, Ticket Sales and Service
- One (1) Manager, Premium
- Five (5) New Sales Consultants

- Four (4) Service and Retention Consultants

Service Provider Personnel shall at all times be employees of Service Provider and not the GTAA, and Service Provider shall be solely and exclusively responsible for hiring, evaluating, training and compensating (including without limitation salaries, applicable bonuses and commissions where appropriate) the Service Provider Personnel and the payment of any employer taxes, fees or other costs required by law in connection with that employment. Service Provider and the GTAA will monitor staffing levels and mutually agree to the addition or subtraction of Aspire staff positions per written agreement with the goal to maximize revenue and return for the GTAA.

2. Facilities, Materials and Support Provided by Association

To facilitate the provision of the Services, the GTAA shall provide to Service Provider, the following facilities, equipment and elements at the GTAA's campus in Atlanta, GA at no cost to the Service Provider:

- **Office Space:** The GTAA will provide Service Provider with access to appropriate office space and supplies ("Office Space") sufficient to house eleven (11) Aspire employees.
- **Utilities and Maintenance:** The GTAA will provide and pay for the cost of all utilities provided to the Office Space, along with providing all maintenance and support for HVAC utilities, communications equipment, IT and all related systems.
- **Office Furniture and Equipment:** The GTAA will provide Service Provider Personnel with office furnishings consisting of a desk with lockable storage and chair. The GTAA will provide access to lockable filing cabinets, sales boards, sales bell, color copy machine with a scanner, and office signage.
- **Technology and Telecommunications Equipment:** The GTAA shall provide sufficient computers and phones with headsets for all FRMC staff, with appropriate updates from time to time, along with access to the GTAA's ticketing hardware and software systems, and any database/CRM or lead management/distribution systems. GTAA shall also provide GTAA domain email addresses for all FRMC employees. The GTAA agrees to list all FRMC staff on the GTAA Athletics website staff directory.
- **Data-Base Lists and E-Marketing Support:** The GTAA will provide Service Provider with complete electronic lists that have been cleaned and properly "scrubbed" against government "do-not-call" lists (to the best of GTAA's ability) on all athletic ticket purchasers, lapsed season ticket holders, group leaders, single-game ticket buyers and users, alumni, and if available, vendors, athletic web site visitors, merchandise purchasers and friends of these categories. The data in these lists shall remain the exclusive property of the GTAA shall not be used for any other purpose other than stated in this Agreement nor disclosed to any third party for any reason. The parties recognize that approximately 7,500 leads are required throughout the course of the year to sustain one full-time sales consultant. All current and future databases shall remain property of the GTAA. The GTAA will initiate regular e-mail and mobile/social media campaigns targeting the database and such campaigns will be synchronized with outbound phone sales efforts of Service Provider. Service Provider requests that "call to action" messages direct potential buyers to both the GTAA web site "www.ramblinwreck.com" and general ticketing line 1-800-Tech-Tix offering buyers a choice of two channels to make a purchase. At GTAA election, Aspire can supplement e-mail marketing efforts at cost, with no mark up.

- **Complimentary Season Tickets:** GTAA shall provide Aspire with four (4) complimentary season tickets for Football and Men's Basketball.
- **Athletic Apparel:** A minimum of two (2) Georgia Tech Athletics branded polo shirts, jackets, sweaters, etc. per employee to properly represent the GTAA at Athletics games and promotional events.

3. CRM Use and GT-Cube Data Provision

Service Provider shall make its best effort throughout the entire term of the Agreement to continually update, and maintain a sophisticated and actionable customer relations management ("CRM") platform and associated database. The data stored in the CRM shall be the property of the GTAA.

4. Ticket Service/Box Office Functions

The GTAA will handle all transactions, invoicing, and service, and will collect and process all payments for athletic tickets and athletic donations and pay any and all credit card processing, handling, fulfillment and mailing expenses. The GTAA will be entitled to retain all service, handling and mail order fees charged in connection with these sales. The GTAA shall allow the Service Provider, through the athletic box office and ticket service function, the ability to conduct all necessary advance ticket purchase services (season ticket and group ticket accounting and printing, processing, fulfillment and delivery, plus overseeing, and operating where necessary, all box office, mail, phone, outlet and internet sales systems), as needed to support the effective operation of the FRMC.

5. Strategic Consulting & Research Services

Aspire shall make available all consulting and research services to the GTAA at its partner preferred rates. GTAA shall reimburse Service Provider for pre-approved travel, hotel, and meal expenses incurred in connection with these stand-alone consulting services. Annually, Service Provider will have involvement in pricing decisions for all tickets, additionally Service Provider will have involvement in the establishment of the full ticket product menu (full seasons, mini-game, flex, group and single game tickets) and related ticket marketing sales and service calendar release dates.

Strategic Consulting and Research Preferred Partner Rate Card:

- Fan Research
 - Post-Game Surveys - \$750 per game
 - End-of-Season Fan Experience Survey - \$3,500 per sport
 - Survey to ticket purchasers and attendees only and focused on the game experience
 - End-of-Season Comprehensive Survey - \$7,500 per sport
 - Expanded survey to attendees and non-attendees including questions on the ticketing experience and fan attachment
 - Pulse Surveys - \$750 per survey
 - Short, topic specific survey to fans gathering quick, actionable insights
 - Custom Topic Survey - \$7,500-20,000 depending on topic matter
 - Examples: Young Alumni, Development, Students, Marketing and Branding, etc.
 - Focus Groups - \$10,000-20,000 depending on structure, quantity, and

- complexity
 - Game Audit - \$5,000-10,000 per game
 - Driveway-to-driveway experience mystery shop
 - Yield Management - \$15,000 per sport
- Ticket Marketing, Sales, and Service Plan - \$7,500 per sport

6. Financial Terms

A. On a monthly basis, Service Provider will invoice GTAA for:

- i. Total fixed labor costs incurred that month for Service Provider Personnel
 1. Aspire and GTAA will agree to staff salary and compensation per written agreement. See attachment B.
- ii. Annual management fees paid to Service Provider
 1. The GTAA will pay Aspire an annual Management Fee

	Y1	Y2	Y3	Y4	Y5	Y6	Y7
Annual Management Fee	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000

- iii. New Ticket Sales Revenue Share: Aspire will receive 5% on total new ticket revenue generated by Aspire staff. This includes new season, mini-plan, and group ticket packages.
- iv. AT-Fund Donations Revenue Share: Aspire may solicit and collect new and incremental AT Fund ("ATF") Donations. Aspire will receive 5% revenue share on the total new and incremental ATF revenue generated by Aspire staff.

Examples:

 1. Aspire solicits a new ATF Donor who did not give a gift the previous year. Aspire staff collects a gift from the donor for \$1,000 this year. Aspire would receive 5% revenue share on the new \$1,000 gift that was collected this year.
 2. ATF Donor contributed a \$500 gift the previous year. Aspire staff collects a gift from the same donor for \$1,000 this year. Aspire would only receive 5% revenue share on the incremental \$500 that was collected this year.
 3. ATF Donor contributed a \$500 gift the previous year. Aspire staff collects a gift from the same donor for the same \$500 this year. Aspire would not receive any revenue share on the \$500 that was collected this year.
- v. Sales Consultant Commissions:
 1. Season Ticket Renewal Revenue: Sales consultants will receive 1% commission on season ticket renewal revenue generated.
 2. New Ticket Sales Revenue: Sales consultants will receive 5% commission on all new season ticket revenue, mini-plans, and group ticket revenues generated.
 3. ATF Donations: Sales consultants will receive 5% revenue share on the total new and incremental ATF donation revenue generated.
 4. Commissionable revenue does not include any taxes, fees, or Tech Fund donations tied to the season ticket.

B. Notes:

- i. Aspire will invoice the GTAA on the last day of each month for the fixed labor costs, management fee, revenue shares, and commissions applicable to that month.
- ii. GTAA will reimburse Aspire within 5 days of receipt of invoice with valid Purchase Order number listed. Invoice shall be paid via ACH.

- iii. Aspire and the GTAA will mutually agree at least three (3) months before the start of each competitive season to set the subsequent ticket revenue goal and agree upon staffing levels for the upcoming sales period.
- iv. If there is a change in the Internal Revenue Services (IRS) tax code during the term of the agreement that eliminates the deduction for ticket related contributions, the GTAA and Service Provider may review and mutually agree upon new revenue share and commission schedules as necessary.

C. Late Payments:

If payment is not received within 5 calendar days following the delivery of an invoice to the GTAA, interest shall accrue and be paid at a rate of 1 1/2% interest beginning with the 6th day.

- 7. Calendar & Pricing:** The GTAA agrees to utilize Service Provider's expertise in helping to establish ticket prices and the Ticket Marketing, Sales & Service Calendar across all sports to achieve maximum success. Final say on ticket pricing, and sales calendar dates is at the sole discretion of the GTAA.

Attachment B – STAFFING/PAYROLL

Aspire and GTAA have agreed to the following staffing levels and payroll for Year 1 (January 1 – December 31, 2018). Both parties agree to evaluate staffing levels yearly and will mutually agree to any adjustments to increase or decrease staffing levels, employee pay, and bonus opportunities.

Payroll	Base	Benefit Overhead	Total Benefits	Bonus Opportunity	Total Labor Cost	# of Positions	Total Cost for Positions Y1
Manager, Sales and Service	\$55,000	20%	\$11,000	\$10,000	\$77,200	1	\$77,200
Manager, Premium	\$50,000	20%	\$10,000	\$10,000	\$71,200	1	\$71,200
Service Consultant	\$28,000	25%	\$7,000	\$0	\$35,000	4	\$140,000
Sales Consultant	\$25,000	25%	\$6,250	\$0	\$31,250	5	\$156,250
Total:						11	\$444,650